

LINCOLN CITY/LANCASTER COUNTY PLANNING STAFF REPORT
for December 7, 2005 PLANNING COMMISSION MEETING

P.A.S.: Comprehensive Plan Conformance No. 05015
SW 72nd and W. Bennet Road conservation easements

PROPOSAL: To find that the acquisition of permanent conservation easements over native prairie conforms with the 2025 Comprehensive Plan.

LOCATION: Generally west of the intersection of W Bennet Road and SW 72nd Street.

LAND AREA: approximately 200 acres, more or less.

CONCLUSION: This conservation easement is for the purpose of preserving of native prairie. Acquisition of the conservation easement by the Lower Platte South NRD is in conformance with the Comprehensive Plan and supports several goals of the Plan.

<u>RECOMMENDATION:</u>	In conformance with the Comprehensive Plan.
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GENERAL INFORMATION:

LEGAL DESCRIPTION:

The SE 1/4 of Section 2-8-5 and the N 1/2 of the N 1/2 of the NE 1/4 of Section 11-8-5, Lancaster County, Nebraska.

EXISTING ZONING: AG Agriculture

EXISTING LAND USE: virgin prairie pasture land.

SURROUNDING LAND USE AND ZONING:

North:	Farming, scattered acreages	AG Agriculture
South:	Farming, one dwelling	AG Agriculture
East:	Farming, one dwelling	AG Agriculture
West:	Farming, one house	AG Agriculture

HISTORY: This property was changed from AA Rural and Public Use to AG Agriculture in 1979.

COMPREHENSIVE PLAN SPECIFICATIONS:

The 2025 Future Land Use Plan shows this area as Agriculture. Language in the Plan states:

Emerging Regional Planning Issue identified:

Conservation and protection of environmental and natural systems. (F 4)

Guiding Principles for the Urban Environment include:

Streams, trees, open space, and other environmentally sensitive features should be preserved within new development as design standards allow. The natural topography and features of the land should be preserved by new development to maintain the natural drainageways and minimize land disturbance. (F18)

Environmental Resource Features represent an important part of today's urban and rural landscapes. Such features need to be valued and sustained as part of the overall planning process if they are to remain as vital parts of the natural heritage left for succeeding generations. (F 52)

A brief description of each of the Plan's environmental resource features is provided below.

Native Prairie This feature refers to the tallgrass prairie areas that are dominated by big bluestem, little bluestem, indian grass, and sideoats grama grass species. Numerous wildflowers and forbs are also found in these prairies, including purple coneflower, purple prairie clover, and black-eyed susan. Though historically they were the regions prevailing natural condition, native prairies are an increasingly rare feature on the Nebraska landscape. Lancaster County is fortunate to have about 8,640 acres of native prairie remaining, although they are scattered throughout the county in patches of land that must remain whole if their integrity as a natural resource feature is to continue. Nine Mile Prairie and Spring Creek Prairie are two of the larger massings of native grasslands in the county.

Core Resource Imperatives were selected from the Environmental Resource Features as those that should receive the greatest consideration in the long range planning process. (F 54)

Native Prairies – Prior to the European settlement period, tallgrass prairies dominated the Nebraska landscape.

Native prairie remnants remain scattered throughout the County, providing a home to numerous grasses, wildflowers and forbs. The remaining native prairies are becoming rarer and thus are increasing in value as an ecological amenity. The prairies are a key component of the signature landscape the first Europeans encountered when they settled in Nebraska and remain a visual clue to Lincoln and Lancaster County's "sense of place."

The purpose of the **Greenprint Challenge** is to assure the long term health and integrity of the ecosystem upon which Lancaster County is superimposed, and to capture the community-wide quality of life and economic benefits that can be derived from the area's environmental resource features. (F 55)

Preserve ecological protection areas. Protect areas that are biologically interconnected to support bird, animal, and insect migration and supporting vegetation. Examples are stream beds and wooded corridors, prairie land, and saline wetlands.

The **Greenprint Challenge: Implementation Strategies** include:

Investigate the possible use of easements (e.g., conservation, preservation, public access, etc.),...to manage land with environmental resource interest. (F 64)

ANALYSIS:

1. This request is a request for a determination of Comprehensive Plan conformance on a proposed conservation easement. The property owner will transfer a conservation easement for preservation of virgin native prairie to the Lower Platte South NRD.

2. This includes two parcels and about 200 acres.
3. The Nebraska Conservation and Preservation Easement Act (NEB. REV. STAT. §§ 76-2,111 to 76-2,118) requires that the acquisition of conservation easements be referred to the local planning commission having jurisdiction over the properties for approval prior to the acquisition. The Planning Commission must make a recommendation “regarding the conformity of the proposed acquisition to comprehensive planning for the area,” (NEB. REV. STAT. §76-2,112).
4. The purpose of this Comprehensive Plan Conformity report is to determine whether these permanent conservation easements are in conformance with the 2025 Comprehensive Plan.
5. The proposed conservation easement will protect untilled native prairie and will include provisions prohibiting specific uses and practices.
6. The conservation easement will be held by the Lower Platte South NRD.
7. The County Engineer and Norris Public Power indicate no objection.

Prepared by:

Mike DeKalb, 441-6370, mdekalb@lincoln.ne.gov

Date: November 14, 2005

Applicant: Lower Platte South Natural Resource District
3125 Portia Street
Lincoln, NE 68521
(402) 476 - 2729

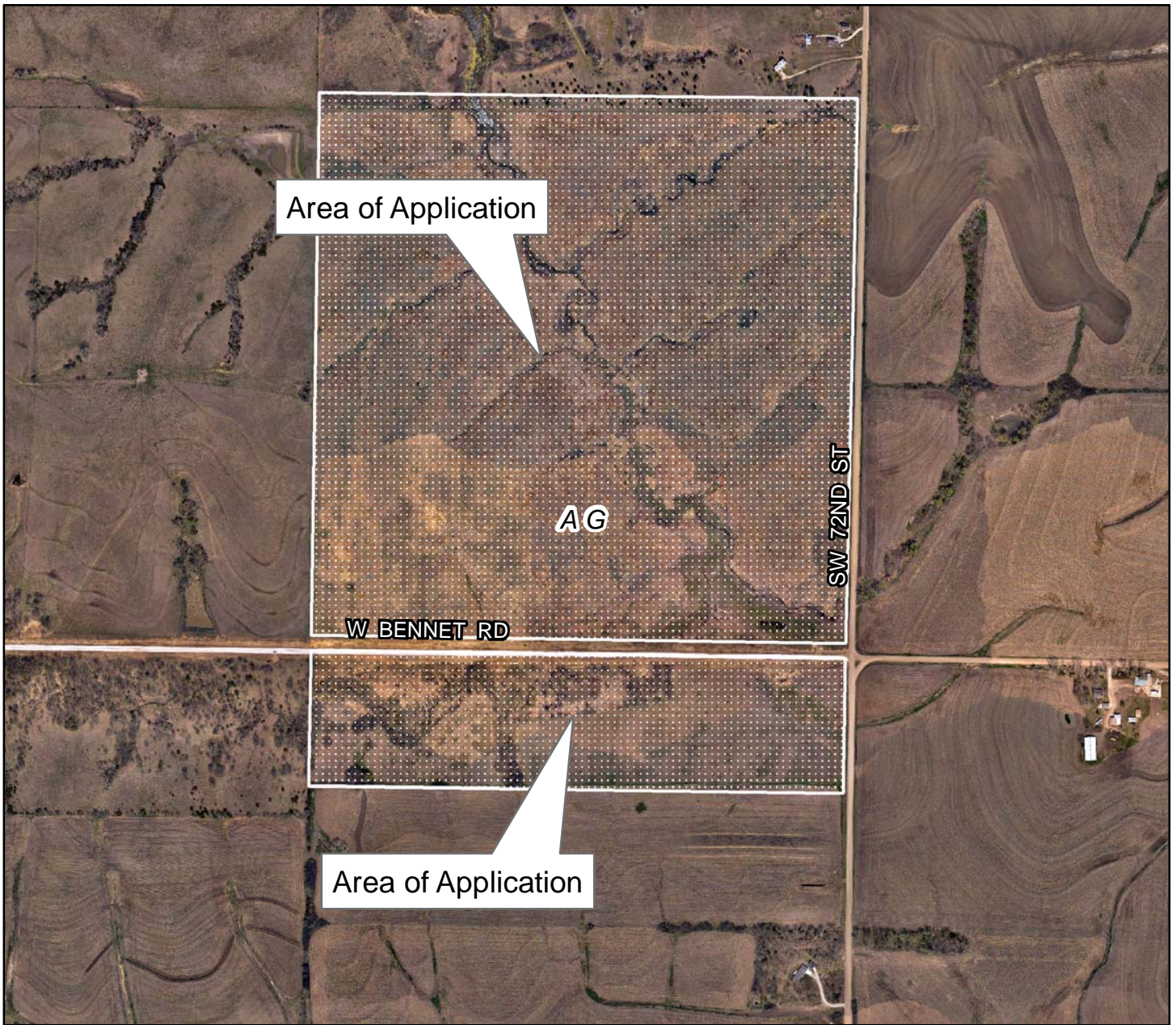
Contact: Dan Schultz, Resource Coordinator
Lower Platte South Natural Resource District
3125 Portia Street
Lincoln, NE 68521
(402) 476 - 2729

Owner: Lyle D. Sittler and Alice K. Sittler, husband and wife

Conservation

Easement Holder: Lower Platte South Natural Resource District
3125 Portia Street
Lincoln, NE 68521
(402) 476 - 2729

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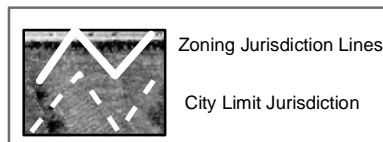


Comp. Plan Conformance #05015 SW 72nd St & Bennet Rd

Zoning:

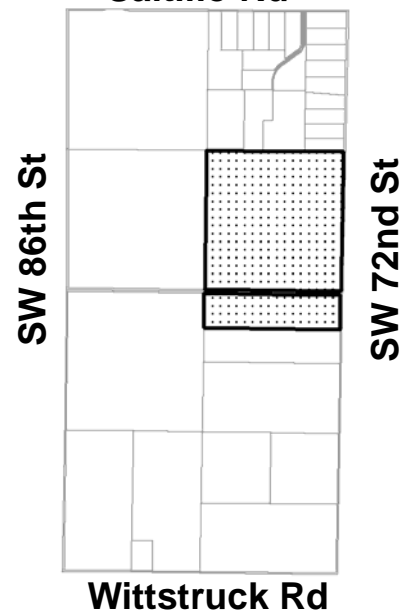
R-1 to R-8	Residential District
AG	Agricultural District
AGR	Agricultural Residential District
R-C	Residential Conservation District
O-1	Office District
O-2	Suburban Office District
O-3	Office Park District
R-T	Residential Transition District
B-1	Local Business District
B-2	Planned Neighborhood Business District
B-3	Commercial District
B-4	Lincoln Center Business District
B-5	Planned Regional Business District
H-1	Interstate Commercial District
H-2	Highway Business District
H-3	Highway Commercial District
H-4	General Commercial District
I-1	Industrial District
I-2	Industrial Park District
I-3	Employment Center District
P	Public Use District

Two Square Miles
Sec. 2 T08N R05E
Sec. 11 T08N R05E



2005 aerial

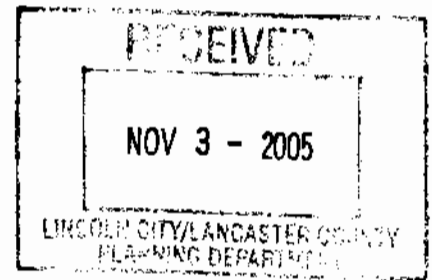
Saltillo Rd



**Lower Platte South
Natural Resources District**



P.O. Box 83581
Lincoln, NE 68501-3581
(402) 476-2729 * FAX (402) 476-6454
www.lpsnrd.org



November 2, 2005

Marvin Krout
Lincoln/Lancaster County Planning Department
555 S. 10th Street, Suite 213
Lincoln, NE 68508

Dear Mr. Krout:

The Lower Platte South NRD is acquiring a conservation easement on approximately 200 acres of virgin prairie near Spring Creek Prairie and is seeking a comprehensive plan conformity determination.

The legal description for tract - 1 is the SE quarter of section 2, T-8-N, R-5-E and tract - 2 is located in the north half of the north half of the NE quarter of section 11, T-8-N, R-5-E, Lancaster County Nebraska.

Enclosed is a copy of the conservation easement which includes the aerial photo showing the two parcels. Please contact me if you have any questions or need additional information.

Sincerely,

Dan Schulz
Resources Coordinator

Encl.

Pc Conservation easement file

CONSERVATION EASEMENT

THIS GRANT OF A CONSERVATION EASEMENT is made by Lyle D. Sittler and Alice K. Sittler, husband and wife, 13800 SW 72nd Street, Martell, Nebraska , hereinafter referred to as "Sittlers" to the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT, a political subdivision of the State of Nebraska, with its principal office located at 3125 Portia, Post Office Box 83581, Lincoln, Nebraska 68501, hereinafter referred to as "Grantee".

1. Introductory Statement. This easement is given pursuant to and in accordance with Neb. Rev. Stat. §§76-2,111 to 76-2,118 (1996), the "Conservation and Preservation Easements Act". Grantee is a natural resources district of the State of Nebraska organized and existing by virtue of Neb. Rev. Stat. §§2-3201 et seq. (1997) and as such is qualified and has the authority to hold a Conservation Easement pursuant to the Conservation and Preservation Easements Act.

2. Easement Area Description. Grantor is the owner in fee simple of certain real property, hereinafter referred to as the "Protected Property" which has scenic beauty, wildlife habitat, prairie, and rangeland in its present state as a natural area that has not been subject to development. The Protected Property is subject to the Easement hereby granted and is described as Tract – 1 approximately 160 acres located in the Southeast Quarter of Section Two (2), Township Eight (8) North, Range Five (5) East of the 6th P.M., Lancaster County, Nebraska and Tract – 2 located in the North Half of the North Half of the Northeast Quarter of Section Eleven (11), Township Eight (8) North, Range Five (5) East of the 6th P.M., Lancaster

County Nebraska shown on Exhibit A, which is attached hereto and incorporated herein by this reference. Grantee, at its cost and expense, will have the Easement area surveyed and when the survey is completed, the legal description contained in the survey will be substituted for the description contained herein by attaching the description hereto, without amending this Conservation Easement.

3. Purchase Price. Grantee agrees to pay the Sittlers for the Conservation Easement the sum of \$_____.

4. Granting Clause. Sittlers hereby give, grant, bargain, sell, and convey unto Grantee, forever, a Conservation Easement, and to the Grantee's successors and assigns provided that this Conservation Easement may be assigned or transferred by Grantee to any governmental body or charitable corporation or trust authorized to hold such easement pursuant to the Conservation and Preservation Easement Act and which is capable of carrying out the specific purpose for which the easement is granted after obtaining the written consent of the Grantor, which will not be unreasonably withheld. Sittlers, for themselves, heirs, personal representatives, successors and assigns hereby grant to Grantee an estate and interest in the Protected Property of the nature and extent hereinafter described and covenants on behalf of themselves, their heirs, personal representatives, successors, and assigns (said covenants, estates and interest to run with the land) with Grantee and its successors and assigns, to do and refrain from doing, severally and collectively upon the Protected Property, the various acts hereinafter specified; it being agreed that such covenants, estates and interest are and will be for the benefit of Grantee and its successors and assigns, to preserve scenic

beauty, wildlife habitat, prairie and rangeland or otherwise conserve for the benefit of the public the natural beauty of the estate.

5. District Acceptance. Grantee, signifies by the execution hereof, the acceptance of the Conservation Easement in the Protected Property, as provided for in the Conservation and Preservation Easements Act. The acceptance by Grantee is conditioned upon the approval of the Conservation Easement by the Lincoln/Lancaster County Planning Commission, which is the appropriate governing body with jurisdiction over the Protected Property as provided for in the Conservation and Preservation Easements Act. A copy of such approval will be attached hereto and incorporated herein by this reference, when it is received.

6. Justification for Conservation Easement. Sittlers and Grantee recognize the natural, ecologic, scientific, educational, scenic, aesthetic and special character of the region in which the Protected Property is located, and have the common purpose of conserving the natural values of the Protected Property by the conveyance to Grantee of this Conservation Easement on, over and across the Protected Property which shall conserve and protect the scenic beauty, rangeland, wildlife habitat, prairie, woodlands or otherwise conserve for the benefit of the public the natural beauty, natural resources, and prevent the use or development of the Protected Property for any purpose or in any manner which would conflict with the maintenance of the Protected Property in its natural, scenic and open condition for both this generation and future generations.

7. Condition of the Protected Property at Time of Grant. The scenic beauty, rangeland, wildlife habitat, prairie, natural beauty, and natural resources without limiting the generality of the terms, is defined to mean the condition of the Protected Property at

the time of this grant, evidenced by reports, photographs, maps and scientific documentation possessed (at the present or in the future) by Grantee. Grantee agrees to document features of the protected property including but not limited to the location of ground water springs, existing windmill(s), horse drawn buggy trail, and sod house location. Grantee agrees to make available upon reasonable request of Sittlers, their heirs personal representatives, successors, and assigns any documents which it may have now, or in the future, evidencing the condition of the Protected Property.

8. Protection and Maintenance of Protected Property.

a. Sittlers, their heirs, personal representatives, successors, and assigns agree to pay any real estate taxes, estate taxes or assessments levied by competent authorities on the Protected Property, including but not limited to any tax or assessment affecting the Easement granted herein. Sittlers, for themselves, their heirs, personal representatives, successors, or assigns, further agree to obtain, pay for, and continuously maintain liability insurance covering the use and interest in the Protected Property for themselves, their heirs, personal representatives, successors, and assigns. Grantee agrees to obtain public liability insurance covering its use and interest in the Protected Property.

b. Sittlers, their heirs, personal representatives, successors, and assigns, shall cooperate with and assist Grantee in applying for, obtaining, protecting, maintaining, and enhancing any and all surface water and ground water rights and privileges related to the Protected Property which Grantee shall deem necessary or desirable for the management, maintenance or development of the Protected Property for the purposes provided herein. All expense necessarily incurred by Sittlers at the

request of Grantee in connection with surface water and ground water rights and privileges shall be paid by Grantee.

c. Sittlers covenants that they are the owners of marketable title to all of the Protected Property and that such property is free and clear of all liens except mortgages and/or deeds of trust, taxes, encumbrances, reservations, restrictions, including oil, gas and mineral leases, and sand or gravel pumping leases, and that Sittlers, their heirs, personal representatives, successors and assigns, warrants that they will defend such Protected Property against the lawful claim of all persons whatsoever. Sittlers, their heirs, personal representatives, successors, and assigns agree to take no action at any time which might restrict, jeopardize, or impair the value of the easement rights granted herein.

d. Sittlers, their heirs, personal representatives, successors, and assigns, agree that the terms, conditions, restrictions and purpose of this grant will be inserted by them in an subsequent deeds, or other legal instrument, by which they divest themselves of either the fee simple title to or any possessory interest in the Protected Property.

e. The parties hereto may mutually agree to modify or terminate this Conservation Easement to the extent that modification and termination is consistent with the provisions of the Conservation and Preservation Easements Act or any provision of law in effect at the time that such modification or termination is sought. Sittlers and Grantee or their respective heirs, personal representatives, successors, or assigns, may petition the District Court of the county where the property is located, in accordance with the Conservation and Preservation Easements Act, to modify or

terminate this Conservation Easement if the petitioning party establishes that it is no longer in the public interest to hold the Easement or that the Easement no longer achieves the conservational preservation purpose for which it was created.

f. Each party agrees to indemnify and hold the other party harmless and agree to indemnify the other party, and their respective agents, employees, heirs, personal representatives, successors, and assigns against any and all liabilities, claims, or causes of action, including reasonable attorney's fees arising, either directly or indirectly, as a result of the negligent acts or omissions of each party and their respective agents, employees, heirs, personal representatives, successors, and assigns.

9. Inspections, Educational Use and Access by District.

a. Grantee is hereby given the right to enter the Protected Property at all reasonable times without consent, after notice to Sittlers, their heirs, personal representatives, successors, or assigns, as the case may be, for the purpose of inspecting the Protected Property to determine if Sittlers, their heirs, personal representatives, successors, or assigns, are complying with the covenants and purposes of this grant. Notice in this paragraph shall mean either written notice to Sittlers, their heirs, personal representatives, successors, or assigns at the address stated herein or any other address subsequently given to Grantee, or oral notice to Sittlers or anyone in their immediate family or employ, their heirs, personal representatives, successors, and assigns. Grantee shall complete an inspection and file a report on an annual basis, a copy of which shall be furnished to Sittlers, their heirs,

personal representatives, successors, or assigns, as the case may be. Grantee shall maintain a file of such reports that shall be available to the public.

b. Grantee, including its directors, officers, agents, and employees; and, students, consultants, and other interested person(s) granted permission in writing by Grantee and present under their authority shall have the right to enter the Protected Property in groups of no more than three unless larger groups are mutually agreed to, at all reasonable times upon notification to Sittlers, or their heirs, personal representatives, successors, or assigns, as the case may be, for the purpose of observing and studying nature and for the purpose of making scientific and educational observations and studies. Sittlers may deny Grantee permission to enter the protected property when livestock are present.

10. Use Restrictions. This Conservation Easement shall specifically prohibit the following uses and practices, although it is acknowledged that this is not an exhaustive recital of the inconsistent uses and practices, are inconsistent with the purpose of this Conservation Easement:

a. Construction or placing of buildings, camping accommodations or mobile homes, signs, billboard or other advertising material, or any other structure except as specified in number eleven below;

b. Filling, excavating, dredging, mining or drilling, removal of top soil, sand, gravel, rock, minerals, or other materials, or the building of roads, or change in the topography of the land in any manner except in the maintenance of existing drainage crossings or foot trails foot trails;

c. Dumping of ashes, trash, garbage, or other unsightly or offensive material, and the changing of the topography through the placing of soil or other substances or materials such as land fill or dredging spoils;

d. Commercial development of any nature;

e. Introduction of non-native plant species that may compete with and result in the decline or elimination of native plant species;

f. Introduction of non-native animal species except grazing livestock that may compete with and result in the decline or elimination of native animal species;

g. Any other act, which, in the reasonable opinion of Grantee would be detrimental to the scenic beauty, wildlife habitat, prairie, rangeland, the natural beauty, or natural resources of the Protected Property;

h. Operation of motorized vehicles that are not used for maintenance, repair, management, care of livestock and care of the Protected Property;

i. The broadcast application of pesticides will not be permitted at any time. Spot application of pesticides for the control of noxious weeds as provided for by state law will be permitted;

j. The cultivation, planting, or drilling of row crops, small grains and forages, trees, shrubs, vegetables, fruits, sod or any other horticultural or agricultural crops will not be allowed on the Protected Property.

k. The holding or feeding of livestock will not be allowed on the Protected Property except in the areas shown on exhibit A.

l. Trees, shrubs and other woody plants and non-native invasive plant species not associated with prairies will not be allowed to invade the

protected property and must be controlled with prescribed fire or spot herbicide application or spot mechanical practices by the Sittlers, their heirs, personal representatives, successors, and assigns.

11. Uses and Practices Allowed. This Conservation Easement shall confine the use of the Protected Property to activities that are consistent with the purposes for which the Easement was granted. The following uses and practices, although not an exhaustive recital of consistent uses and practices, are consistent with this Conservation Easement and these practices may not be precluded, prevented or limited except by mutual consent of the parties.

a. **Prairie Tract Management.** Sittlers, their heirs, personal representatives, successors, and assigns:

(i) May hay Tract -1 of the Protected Property one time each year two consecutive years in a row. Before haying for the third year in a row, a rotational haying plan will be developed by the Grantee and the Sittlers, their heirs, personal representatives, successors or assigns.

(ii) May hay Tract – 2 twice in one year but not twice in consecutive years.

(iii) To ensure the protected property is not over grazed, the Sittlers, their heirs, personal representatives, successors, and assigns may graze the Protected Property with ungulates at a stocking rate and duration consistent with university research guidelines based on the range condition of the Protected Property at the time it is grazed.

- (iv) May graze the Protected property to control invasive species such as downy brome during the time the prairie plant species are dormant.
 - (v) May burn the Protected Property once a year.
- b. Sittlers, their heirs, personal representatives, successors and assigns may investigate, develop, construct, maintain and repair water sources and systems including trenching pipelines to stock watering tanks for watering grazing livestock including exploratory wells, wells, and windmills.
- c. Sittlers, their heirs, personal representatives, successors and assigns may place mineral feeders and oilers at any developed water sources.
- d. Sittlers, their heirs, personal representatives, successors and assigns may construct, maintain, replace and repair fences for the management of the grazing livestock on the Protected Property.
- e. Sittlers, their heirs, personal representatives, successors and assigns may maintain, repair, replace or construct a calving shed or sheds, feed bunks, catch pens or sorting pens within the holding areas as shown on Exhibit A.
- f. Sittlers, their heirs, personal representatives, successors and assigns may maintain, repair, replace and construct a drainage crossing as shown on exhibit A and are permitted to use soil for the drainage crossing from the crossing site.

12. Release of Easement. This Conservation Easement may be released by Grantee, upon the approval of the governing body which approved the easement, and a finding by such body that the easement no longer substantially achieves the conservation or preservation purpose for which it was created, in accordance with the Conservation and Preservation Easements Act, or as authorized by any other provision of the law in effect at the time such release is sought.

13. Enforcement. Sittlers, on behalf of themselves, their heirs, personal representatives, successors and assigns, agree that Grantee may enforce the provisions of this easement by any proceedings at law or in equity, including but not limited to, the right to require restoration of the Protected Property to the condition at the time of this grant except as provided for herein. Sittlers further agree that Grantee may seek an injunction restraining any person from violating the terms of this Conservation Easement and that Grantee may be granted such injunction without the posting of any bond whatsoever. Sittlers further agree that Grantee does not waive or forfeit the right to take any action as it deems necessary to insure compliance with the covenants and purposes of this grant by any prior failure to act. Sittlers further agrees that should they, their heirs, personal representatives, successors or assigns undertake any activity requiring the approval of Grantee without or in advance of securing such approval, or undertake any activity in violation of the terms of this Conservation Easement, that Grantee shall have the right to enforce the restoration of that portion of the Protected Property affected by such activity to the condition that existed prior to the undertaking of such unauthorized activity. In such case, the cost of such restoration and Grantee's cost of suit, including reasonable attorneys fees, shall be paid by the Sittlers, their heirs,

personal representatives, successors or assigns against whom a judgment is entered, or, in the event that Grantee secures redress without a completed judicial proceeding, by Sittlers or those of their heirs, personal representatives, successors or assigns who are otherwise determined to be responsible for the unauthorized activity. Nothing herein contained shall be construed to preclude Sittlers, their heirs, personal representatives, successors or assigns from exhausting their legal remedies in determining whether the proposed activity to which Grantee has objected, is inconsistent with this Conservation Easement.

14. Binding Effect. The covenants agreed to and the terms, conditions, restrictions and purposed imposed with this grant shall be binding upon Sittlers, their heirs, personal representatives, successors or assigns and all other successors to them in interest and shall continue as a servitude running in perpetuity with the Protected Property. The covenants shall also bind Grantee and its successors and assigns.

15. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of the Conservation Easement and the application of such provisions to persons or circumstances other than those to which it is found to be invalid shall not be affected thereby.

IN WITNESS WHEREOF, Sittlers have set their hand this _____ day of _____, 2005.

Lyle Sittler

Alice Sittler

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2005, before me a Notary Public in and for said county and state, personally came Lyle Sittler and Alice Sittler, husband and wife, to me personally known to be the identical persons whose names are affixed to the above Conservation Easement and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

My Commission Expires: _____

ACCEPTANCE

The above Conservation Easement is hereby accepted by the Lower Platte South Natural Resources District, District herein, on this _____ day of _____, 2005

Lower Platte South
Natural Resources District

By _____
Glenn D. Johnson
General Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

On this _____ day of _____, 2005, before me a Notary Public in and for said county and state, personally came Glenn D. Johnson, General Manager of the Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska, to me personally known to be the identical persons whose names are affixed to the above Conservation Easement and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

My Commission Expires: _____

APPROVAL OF CONSERVAITON EASMENT

The Lincoln / Lancaster County Planning Commission, which is the appropriate governing body with jurisdiction over the property referred to in the Conservation Easement to which this approval is attached, approves the Conservation Easement.

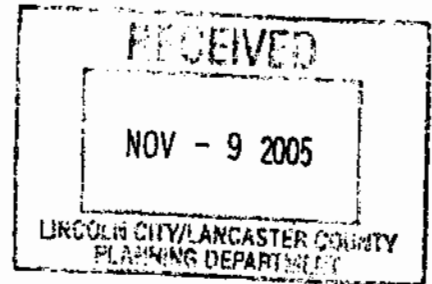
Sittler Prairie Conservation Easement - Exhibit A





AREA 2
SERVICE CENTER

R.R. 1 BOX 58
ROCA, NEBRASKA 68430
402/423-3855
FAX 402/423-8090



November 7, 2005

Mike Dekalb, Project Planner
555 S. 10th St. #213
Lincoln, NE 68508

RE: Lower Platte South NRD, Administrative Subdivision S.W. 84th and W. Pioneers

Dear Mike,

I have reviewed both of these projects and see no need for easement on either one.

Thanks for your consideration.

Sincerely,

Rick Volmer, Staking Engineer

Lancaster

DON R. THOMAS - COUNTY ENGINEER

County

Engineering

Department

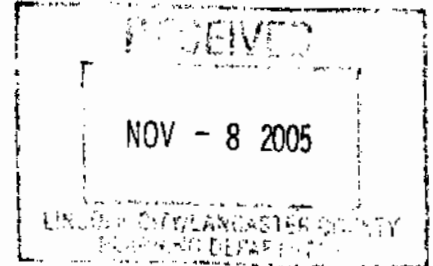
DEPUTY- LARRY V. WORRELL
COUNTY SURVEYOR

DATE: November 8, 2005

TO: Mike DeKalb
Planning Department

FROM: Larry V. Worrell
County Surveyor

SUBJECT: COMPREHENSIVE PLAN NO. CPC05015
CONFORMANCE FOR CONSERVATION EASEMENT



Upon review, this office has no direct objections to this submittal.

LVW/bml